

of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

BANKRUPTCY

16. The TENANT further covenants and agrees that if, at any time, TENANT is adjudged bankrupt or insolvent under the laws of the United States or of any state, or makes a general assignment for the benefit of creditors, or if a receiver of all the property of the TENANT is appointed and shall not be discharged within ninety (90) days after such appointment, then the LANDLORD may, at its option, declare the terms of this Lease Agreement at an end and shall forthwith be entitled to immediate possession of the said premises.

CONDEMNATION

17. If the Demised Premises, or any part thereof, shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, the TENANT shall have the option of terminating this lease, in which case any unearned rent shall be refunded to it. In the event that only a portion of the Demised Premises shall be taken by condemnation or other proceeding, and the remaining part of the premises shall be reasonably usable by the TENANT, and if the TENANT elects not to terminate this lease, then the rent shall be reduced in the same proportion that the amount of floor space in the Demised Premises is reduced by such condemnation or other proceeding. In the event that ten (10) percent or more of the parking area is taken, the TENANT shall have the option of terminating this lease provided, however, that LANDLORD shall have a period of at least ninety (90) days to cure the parking deficiency or is diligently proceeding to cure the parking deficiency in which event the TENANT shall not have the right to cancel this lease. In any such proceeding whereby all or part of said premises are taken, whether or not the TENANT elects to terminate this lease, all parties shall be free to make claim against the con-

Landlord _____
Tenant _____

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